

**Multi-Stage Cooperation Agreement
acc. to Directive 2007/46/EC Annex XVII
or acc. to Regulation (EU) 2018/858 Annex IX**

This agreement (hereinafter referred to as "Agreement"), is entered into on the day mentioned below by and between:

Scania CV AB,

registered in Sweden under company registration number 556084-0976

(hereinafter referred to as "**SCANIA**"),

Address:

Company name: **Scania CV AB**
Zip code, City: **SE-151 87 Södertälje**
Country: **Sweden**

and

registered in _____ under company registration number _____

Address:

Company name: _____
Zip code, City: _____
Country: _____

(hereinafter referred to as _____).

This Agreement shall constitute a frame agreement covering the information exchanged between Scania and the Bodybuilder in respect of Directive 2007/46/EC or Regulation (EU) 2018/858

1. Basic Understanding

(1) **SCANIA** confirms that it is an acknowledged manufacturer (or an authorized representative of the manufacturer) in the sense of Directive 2007/46/EC or Regulation (EU) 2018/858 (as amended).

A valid Compliance Statement in accordance with Annex X of Directive 2007/46/EC or Annex IV of Regulation (EU) 2018/858 has been granted by RDW.

(2) _____ confirms that it is an acknowledged manufacturer (or an authorized representative of the manufacturer) in the sense of Directive 2007/46/EC or Regulation (EU) 2018/858 (as amended).

A valid Compliance Statement in accordance with Annex X of Directive 2007/46/EC or Annex IV of Regulation (EU) 2018/858 has been granted by _____.

(3) In case of withdrawal of any Compliance Statement, the other contract partner shall be informed of this immediately.

(4) All information obtained under this Agreement shall be use for homologation purpose only.

2. Scope of Agreement

This Agreement is valid for the base vehicle CHASSIS type(s) manufactured by **SCANIA**

and the completed vehicle type(s) on that basis manufactured by

For the above mentioned vehicle type(s), in the completed vehicle European Type Approval certificate and the Certificate of Conformity the point 0.1. Make (trade name of manufacturer) shall be SCANIA.

3 Term and Termination

3.1 This Agreement shall become valid upon both Parties having signed it, and continue in full force until further notice. Apart from any right to prior termination which might follow under any part of this Contract or under the applicable law, either Party may at any time, and without statement of any grounds, cancel it, subject though to 6 (Six) months prior written notice.

3.2 **SCANIA** and _____ shall inform all involved approval authorities immediately about any modification to or termination of this agreement.

4. Contractual Documents and Information

4.1 **SCANIA** and _____ shall exchange all required documents and information in accordance with Directive 2007/46/EC Annex XVII item 1.1 or Regulation (EU) 2018/858 Annex IX item 1.1 ensuring that the technical requirements of all applicable regulatory acts (separate EC directives and/or EC or UNECE regulations) and the technical requirements applicable in Scania Bus Builder's Manual or Scania Bodybuilder Manual, have been met in accordance with Annex IV or Annex XI of Directive 2007/46/EC or Annex II Part I or Part III of Regulation (EU) 2018/858

4.2 **SCANIA** and _____ shall keep each other informed of all modifications carried out on systems, components, separate technical units and further relevant vehicle parts.

4.3 **SCANIA** and _____ shall keep each other informed of extensions and revisions to their EC or ECE approvals for relevant systems, components and separate technical units as well as of the withdrawal of these EC or ECE approvals.

5. Confidentiality

5.1 Neither of the Parties may without prior written consent from the other divulge to a third party any information (oral, visual and written), drawings or other documentation obtained or produced

under this Agreement and that may harm competitiveness. Both Parties shall ensure observance of secrecy by concluding confidentiality agreements with their employees concerned or by other suitable measures.

5.2 However, each Party may disclose confidential information in accordance with judicial or governmental order, mandatory legal requirements or applicable mandatory regulations, provided that the other Party is given reasonable notice prior to such disclosure of the intended scope and content of such disclosure.

5.3 Notwithstanding what is stated in this article 5, Scania may disclose confidential information to any legal entity within the Volkswagen Group.

5.4 These secrecy undertakings shall not apply to information that can be demonstrated to be generally available.

5.5 The conditions set forth herein shall continue to apply after termination or expiration of this Contract.

6. Premature Termination

6.1 This Agreement shall automatically terminate immediately if the other Party becomes insolvent, files for bankruptcy, takes advantage of any legal scheme or arrangement for the satisfaction of creditors, adopts a resolution for the liquidation of its assets, or if a petition in bankruptcy, for receivership or for winding up is taken by it or against it and is not rejected or withdrawn within thirty (30) days from its inception.

6.2 Scania shall have the right at any time by giving notice in writing to _____ to immediately terminate the Agreement if _____ ceases or threatens to cease to carry on its business.

6.3 Any termination of this Agreement does not affect any rights or liabilities, which have accrued prior to termination, including, for the avoidance of doubt warranty rights.

7. Changes and Amendments

7.1 Scania shall have the right at any time by giving notice in writing to the Bodybuilder to make changes into this Agreement. The new edition of this Agreement shall become valid upon both Parties having signed it.

8. Signatures

8.1 This Agreement has been executed in two (2) originals of which the Parties have taken one (1) each.

SCANIA CV AB

Official name

Södertälje, ____ / ____ / ____

(Place, date)

.....

(Signature)

Murilo Mascarenhas

Name in block letters

E-mail : **murilo.mascarenhas@scania.com**

Official name

.....

(Place, date)

.....

(Signature)

.....

Name in block letters

E-mail :

Required documentation:

Two copies of this agreement both signed and stamped (one will be signed/ stamped by Scania and send it back to the Scania distributor in the country from the other part)

Copy of a valid COP compliance statement